

Contract



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Contract No: GEMC-511687747576253

Generated Date: 21-Dec-2021

Bid/RA/PR No: [GEM/2021/B/1351533](#)

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	Designation: Deputy Manager Contact No.: 0712-2511381- Email ID: alokkumar@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: GM MM Purchase Designation of Financial Approval: GM Finance	Payment Mode: Offline Designation: Dy Manager Fin Email ID: sprathi@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID:	D7DF180000375059
Company Name:	ALLTERRA SOLUTIONS LLP
Contact No.:	09811253609
Email ID:	ankit.malik@allterra.co.in
Address:	E-264, Amar Colony, Lajpat Nagar-IV, New Delhi, South Delhi, DELHI-110024, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	06ABJFA7799Q1ZC , 36ABJFA7799Q1Z9 , 27ABJFA7799Q1Z8 , 33ABJFA7799Q1ZF , 07ABJFA7799Q1ZA , 06ABJFA7799Q1ZC

*GST / Tax invoice to be raised in the name of - Consignee

Product Details								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Trimble C5-1" Total Station Brand : Trimble Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Trimble C5-1" Total Station (Q3)	Trimble C5-1" Total Station	9015	20	set	-	14,568,800
2	Product Name : ICT charges for ETS with 3 years warranty and 7 years CMAC Brand : NA Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Addon Services for bid (Q3)	ICT	HSN not specified by seller	20	pieces	-	3,682,960
Total Order Value (in INR)								18,251,760

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: ujawal.rane@nic.in Contact: 07173-254042- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur (M.S) Pin 442 706, Chandrapur, MAHARASHTRA-442706, India	Trimble C5-1" Total Station	-	2	21-Dec-2021	20-May-2022
	Designation: -					

2	Email ID: hb.prakash@coalindia.in Contact: 07175-285086- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	Trimble C5-1" Total Station	-	2	21-Dec-2021	20-May-2022
3	Designation: - Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	Trimble C5-1" Total Station	-	4	21-Dec-2021	20-May-2022
4	Designation: - Email ID: abhimanue.katoch@nic.in Contact: 75875-95227- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL P.O. Umrer Project Dist. Nagpur M.S. Pin 441204, NAGPUR, MAHARASHTRA-441204, India	Trimble C5-1" Total Station	-	2	21-Dec-2021	20-May-2022
5	Designation: - Email ID: akpandey989@westerncoal.gov.in Contact: -8989117973- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	Trimble C5-1" Total Station	-	1	21-Dec-2021	20-May-2022
6	Designation: - Email ID: kskattimani@westerncoal.gov.in Contact: 7172-265351- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	Trimble C5-1" Total Station	-	2	21-Dec-2021	20-May-2022
7	Designation: - Email ID: maansari022@westerncoal.gov.in Contact: 758-7595303- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores,WCL Kanhan Area, P.O Dongaria Distt Chhindwara, M.P. Pin 480551 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480551, India	Trimble C5-1" Total Station	-	1	21-Dec-2021	20-May-2022
8	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	Trimble C5-1" Total Station	-	4	21-Dec-2021	20-May-2022
9	Designation: - Email ID: mr.patil3485@nic.in Contact: 07239-241341- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Distt Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India	Trimble C5-1" Total Station	-	2	21-Dec-2021	20-May-2022

Product Specification for Trimble C5-1" Total Station

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Comprehensive maintenance charges for Trimble C5-1" Total Station

Service Year	CMC Percentage
CMC charges for 1 st year after warranty period in % of cost of equipment	4%
CMC charges for 2 nd year after warranty period in % of cost of equipment	4.5%
CMC charges for 3 rd year after warranty period in % of cost of equipment	5.4%
CMC charges for 4 th year after warranty period in % of cost of equipment	7%
CMC charges for 5 th year after warranty period in % of cost of equipment	8%

CMC charges for 6 year after warranty period in % of cost of equipment	Service Year	9%	CMC Percentage
CMC charges for 7 year after warranty period in % of cost of equipment		10%	
Installation Commissioning and Testing (ICT) details for the above item:			
% of Product Cost Payable on Product Delivery		80 %	
Min Cost Allocation for ICT as a % of product cost		20 %	
Number of days allowed for ICT after site readiness communication to seller		90 Days	
Seller Specification Document:			
1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/66/54/564/CatalogAttrs/SpecificationDocument/2021/8/22/2021_08_22_17_04_59_technical-specification_2021-08-22-17-05-02_b201386ce52b7d5fb0e21574abac9f8b.pdf		
Buyer Specification Document:			
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/12/ets-with-camc_2021-07-12-16-28-56_9dd747902f9528f3a4eaa8517eb3ce3.pdf		
Corrigendum			
1. Extended Upto : 2021-08-30 11:00:00			
Terms and Conditions			
1. General Terms and Conditions-			
1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable			
1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.			
1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.			
1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.			
1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.			
1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.			
1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.			
1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).			
1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.			
1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.			
1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.			
1.10 Financial Certificate:			
1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.			
1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.			

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.2 Buyer Added text based ATC clauses

Note: In the item description in bid '**ETS With 3 Years Warranty And 7 Years CAMC**' shall be read as "**ETS With 3 Years Warranty And 7 Years CAMC**"

Delivery Period: Total Delivery period is for 150 days which includes 90 days for completion of commissioning and training after site readiness communication to seller.

Supply of the items have to complete within 60 days.

Documents to be submitted along with the bid	Past performance on: <ol style="list-style-type: none">1. Supply order copies with past one year's performance2. OEM authorization, if OEM not participating3. Undertaking that the firm will maintain spares and provide technical support for complete warranty and CAMC period.4. Penalty clause as per GeM.5. Complete catalogue and data sheet of the offered model.6. Affidavit for commissioning of service station at Nagpur locality.
Documents to be submitted along with the supply.	<ol style="list-style-type: none">1. Test report of item.2. Warranty certificate from OEM.3. Affidavit for commissioning of service station at Nagpur locality with complete details of Address, contact number to be provided.

PBG: In continuation to the existing The ePBG clause in the bid, The supplier has to submit an extended Bank Guarantee for 10% of the total cost of the supply order value including CAMC, for 10 years from the date of completion of installation and commissioning of the equipments.

2.3 Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.4 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.